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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

WARNER BROS. HOME
ENTERTAINMENT INC., a Delaware
corporation; WARNER BROS.
ENTERTAINMENT INC., a Delaware
corporation;

Plaintiffs,

v.

DIGIVIEW PRODUCTIONS L.L.C., a
New Jersey limited liability company,

Defendant.

Case No. CV08-6477 GHK (PJWx)

**~~PROPOSED~~ STIPULATED
CONSENT JUDGMENT,
PERMANENT INJUNCTION
AND DISMISSAL**

NOTE: CHANGES MADE BY THE COURT

1 WHEREAS Plaintiffs Warner Bros. Home Entertainment Inc. (“WBHEI”)
2 and Warner Bros. Entertainment Inc. (“WBEI”) (collectively, “Plaintiffs”), and
3 Defendant Digiview Productions L.L.C. (“Defendant”), have entered into a separate
4 Settlement Agreement for settlement of this case, and

5 WHEREAS, pursuant to their Settlement Agreement, Plaintiffs and
6 Defendant hereby stipulate, by and through their counsel, to the entry of this
7 Stipulated Consent Judgment, Permanent Injunction and Dismissal (hereinafter,
8 “Consent Judgment”);

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as between
10 these parties only as follows:

11 1. Plaintiff Warner Bros. Home Entertainment Inc. (“WBHEI”) is a
12 Delaware corporation, with a principal place of business in Burbank, California.
13 WBHEI was formerly known as Warner Home Video Inc.

14 2. Plaintiff Warner Bros. Entertainment Inc. (“WBEI”) is a Delaware
15 corporation, with a principal place of business in Burbank, California. Defendant is
16 a limited liability company formed under the laws of the state of New Jersey, with
17 principal offices located at 100 South Washington Avenue, Dunellen, New Jersey
18 08812. Defendant maintains an established place of business in Carson, California.

19 3. This Court has jurisdiction over the subject matter of this lawsuit and
20 the parties to this Consent Judgment, and venue is proper in this District.

21 4. During the relevant time period, Plaintiffs have held all right, title and
22 interest in and to U.S. Patent No. 6,526,221 entitled “Data structure representing
23 both program and command data” (the “’221 Patent”), and U.S. Patent No.
24 6,148,139 entitled “Software carrier with operating commands embedded in data
25 blocks” (the “’139 Patent”).

26 5. Defendant has infringed claims 1, 2, 6 and 7 of the ’221 Patent, and
27 claims 1 and 2 of the ’139 Patent, by making, offering for sale, selling, using and
28 importing discs that contain audio and/or video content, and that are playable on

1 DVD players, without license or permission from Plaintiffs. Defendant's past
2 infringement is non-willful.

3 6. The '221 and '139 Patents are valid and enforceable in all respects.

4 7. In view of the above, Defendant and its officers, directors, employees,
5 agents, servants, attorneys, affiliates, successors and assigns, and any and all
6 persons in active concert or participation with any of them, are hereby restrained
7 and enjoined from engaging in the following activities without the express, written,
8 prior permission of WBHEI:

9 a. directly or indirectly making, using, offering for sale or selling in
10 the United States any disc that is playable on a DVD player;

11 b. importing into the United States any disc that is playable on a DVD
12 player;

13 c. directly infringing any claim of the '221 or '139 Patents in any
14 other manner; and

15 d. inducing or contributing to infringement of any claim of the '221
16 and '139 patents.

17 The provisions of this paragraph shall not apply to any discs that are replicated by a
18 replicator that is authorized by the DVD-6C Licensing Agency to replicate discs
19 covered by the '221 and '139 patents, provided that the then-applicable DVD-6C
20 Licensing Agency per-disc royalty is actually paid to the authorized replicator at the
21 time the discs are replicated. The provisions of this paragraph shall not apply to
22 any discs made, used, offered for sale, sold or imported by Digiview pursuant to an
23 express, written license from WBHEI covering the '221 and '139 patents, provided
24 that any royalties required by such license are actually paid, in a timely manner, in
25 accordance with that license. The terms "making, using, offering for sale or
26 selling," as used herein, shall include without limitation the authoring, manufacture,
27 replication, production, reproduction, advertising, promotion, display or distribution
28 of any disc that is playable on a DVD player.

1 8. Plaintiffs' claims of infringement of the '221 and '139 Patents are
2 dismissed with prejudice.

3 9. This Court shall retain jurisdiction over the parties hereto for the
4 purposes of any proceeding to enforce this Consent Judgment (including the
5 injunction contained herein) or the Settlement Agreement.

6 10. Each party shall bear its own costs.

7 11. This Consent Judgment is hereby made final.

8 SO STIPULATED.

9 Dated: January 16, 2009

VINCENT J. BELUSKO
SCOTT C. MOORE
MORRISON & FOERSTER LLP

11 By: /s/
12 Vincent J. Belusko

13 Attorneys for Plaintiffs
14 WARNER BROS. HOME
15 ENTERTAINMENT INC. and
16 WARNER BROS.
17 ENTERTAINMENT INC.

16 Dated: January 16, 2009

STEVEN R. GURSKY
MARY GRIECO
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19 By: _____
20 Mary L. Grieco

21 Attorneys for Defendant
22 DIGIVIEW PRODUCTIONS L.L.C.

22 SO ORDERED, ADJUDGED AND DECREED.

23 Dated: January 23, 2009

24 By: 
25 Hon. George H. King
26 UNITED STATES DISTRICT JUDGE